# **EXHIBIT A**

### AMERICAN ARBITRATION ASSOCIATION Commercial Arbitration Tribunal

IN THE MATTER OF AND AMONG,

UNITEDHEALTHCARE INSURANCE COMPANY,

-and-

ENVISION HEALTHCARE CORPORATION, and SHERIDAN HEALTHCORP, INC. Case Numbers: 01-18-0003-7424

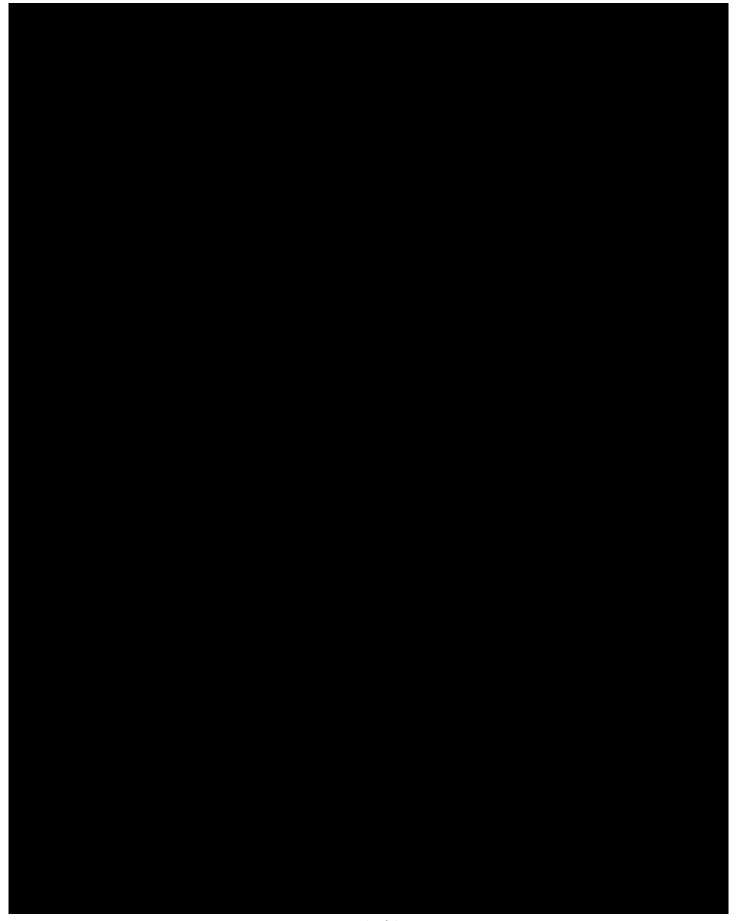
01-18-0001-5134 01-18-0001-6915

**Consolidated for All Purposes** 

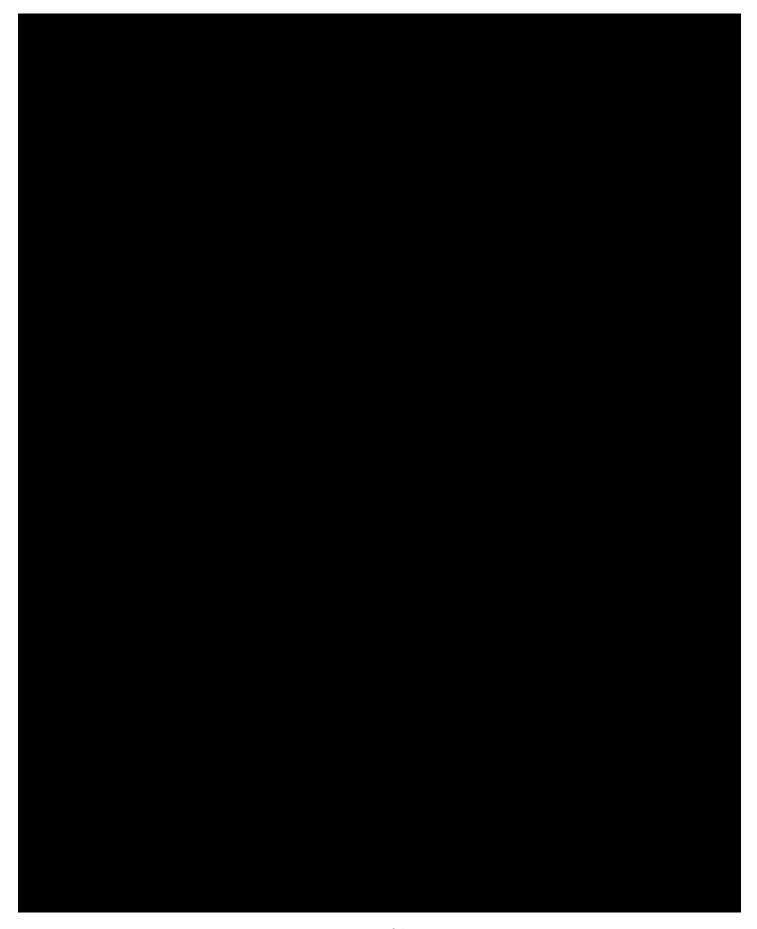
#### INTERIM AWARD ON LIABILITY

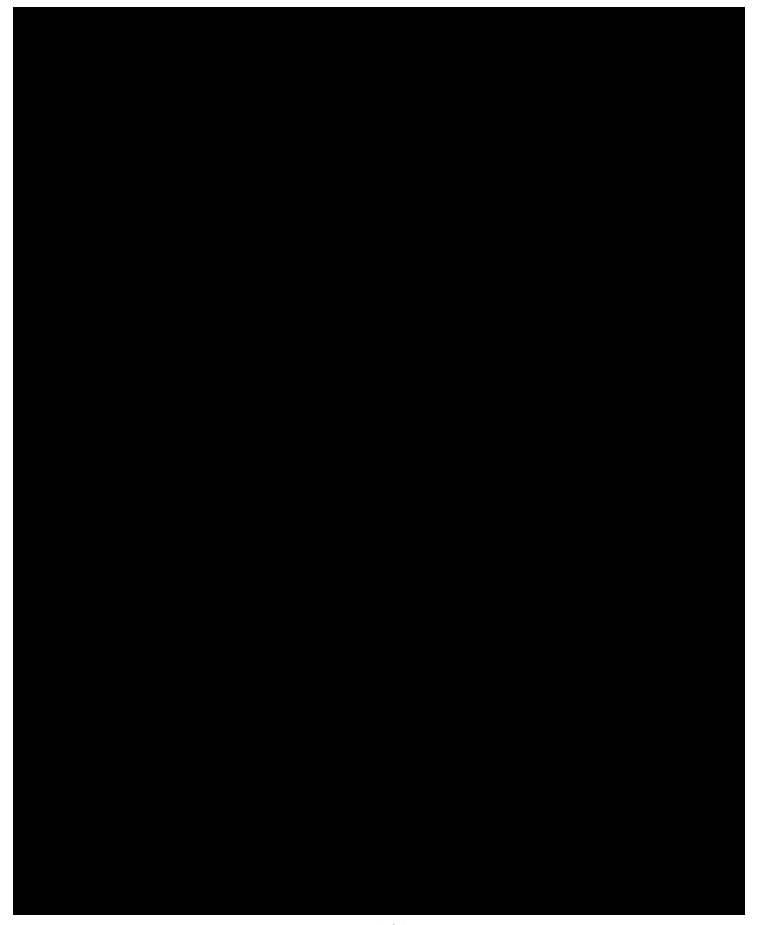
WE, THE UNDERSIGNED ARBITRATORS, having been appointed by the American Arbitration Association ("AAA") in accordance with an arbitration provision contained in Article VIII of the May 1, 2009 Medical Group Participation Agreement (the "Agreement") between United Healthcare Insurance Company ("UHC" or "United") on the one hand and Envision Healthcare Corporation and Sheridan Healthcorp, Inc. (collectively, "Envision" or "Sheridan"), on the other, and having been duly sworn, and having conducted an evidentiary hearing as set forth below ("Hearing"), and having heard, reviewed and considered the allegations and proofs of the parties, do hereby issue this Interim Award on Liability to resolve disputes between UHC and Envision in this arbitration proceeding ("Arbitration").

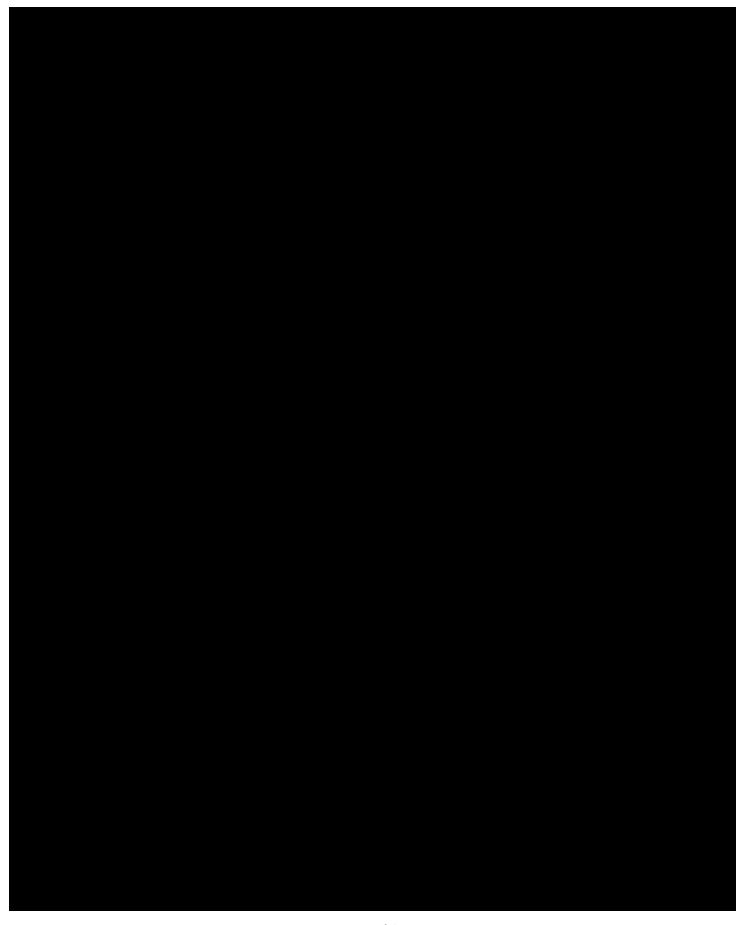




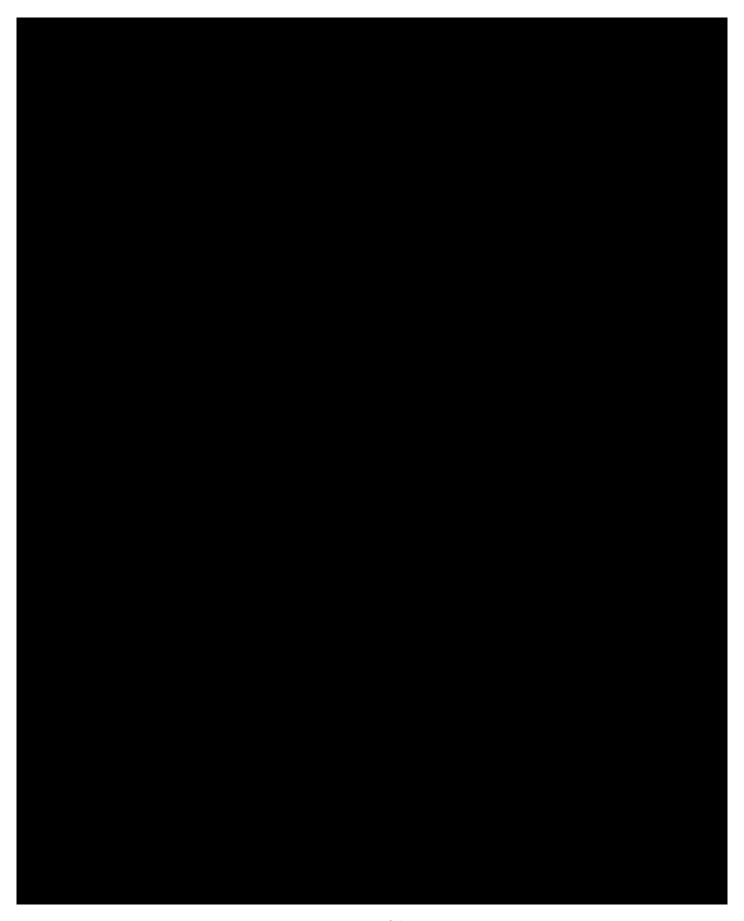


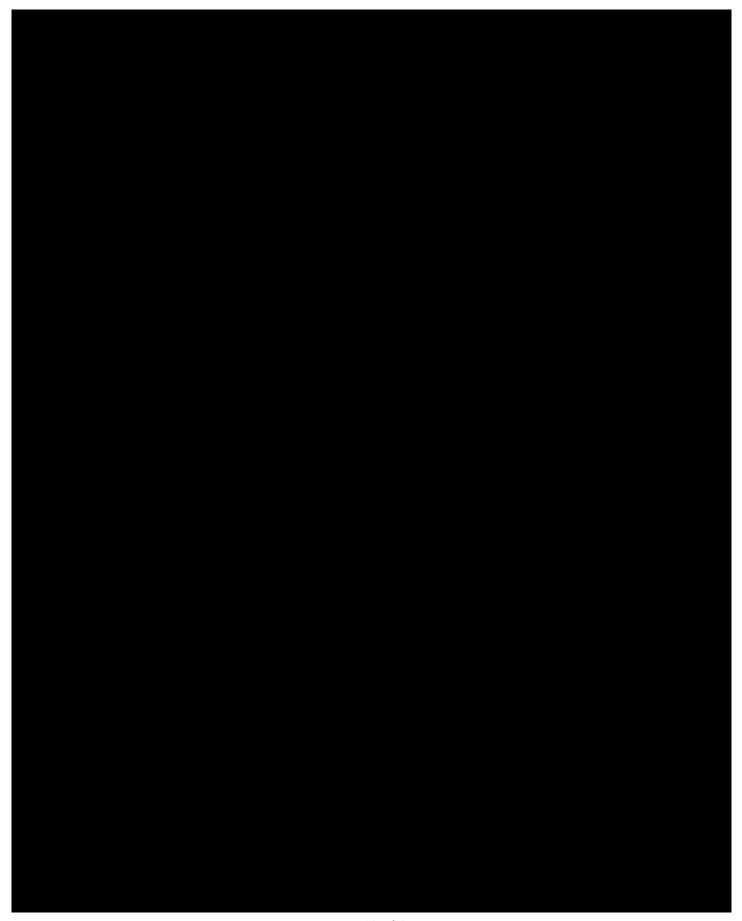




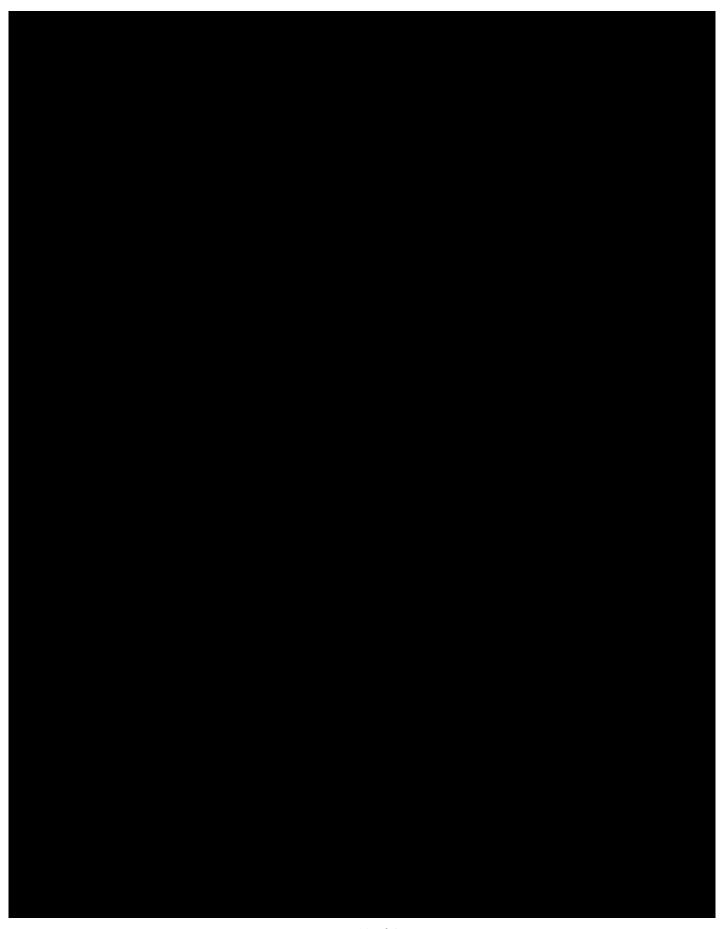


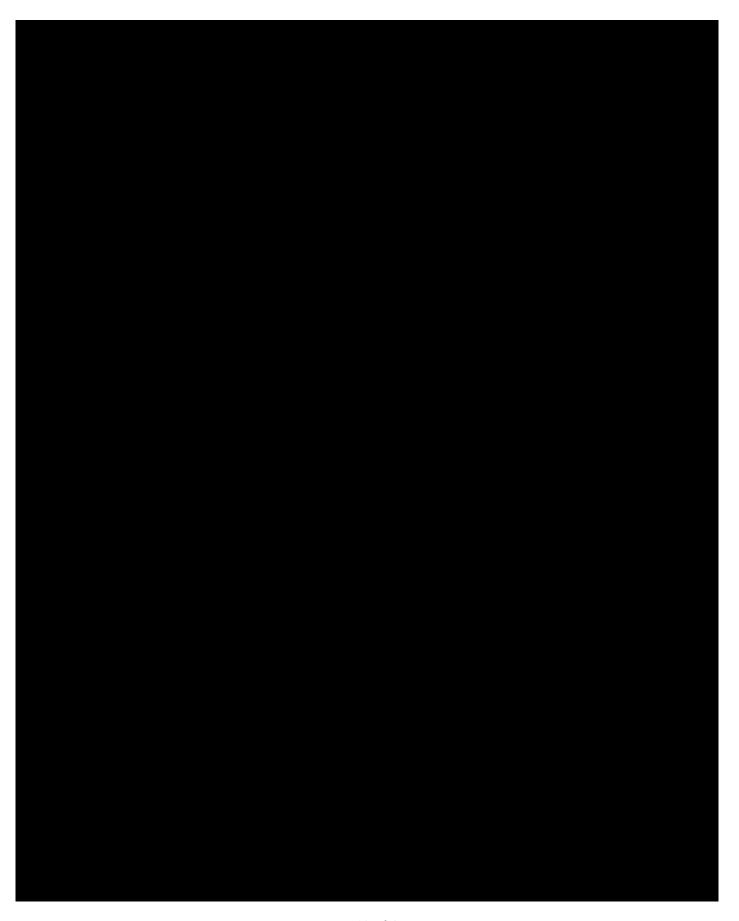


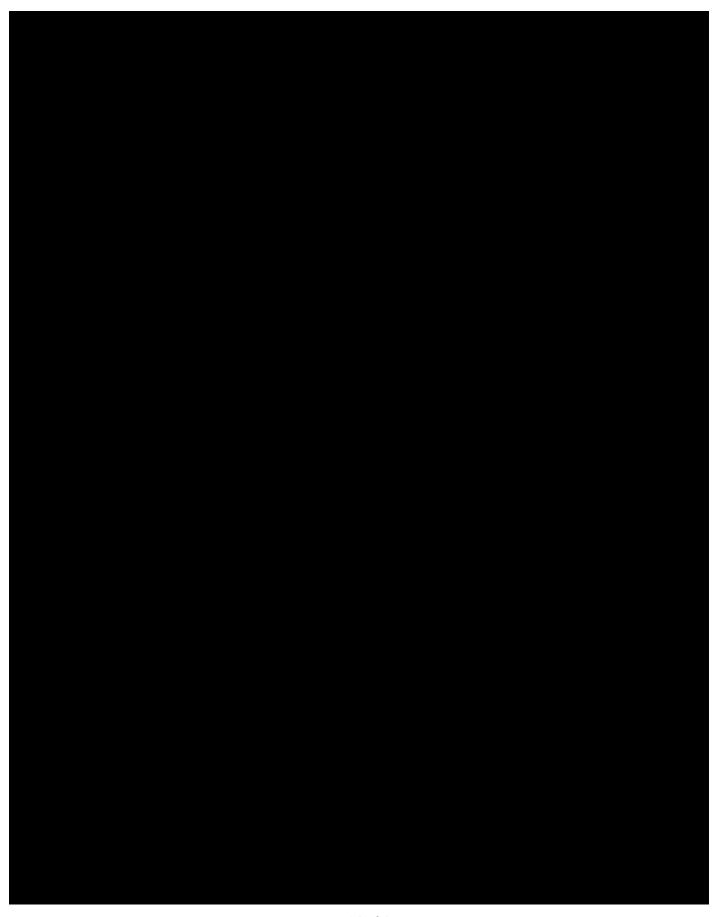


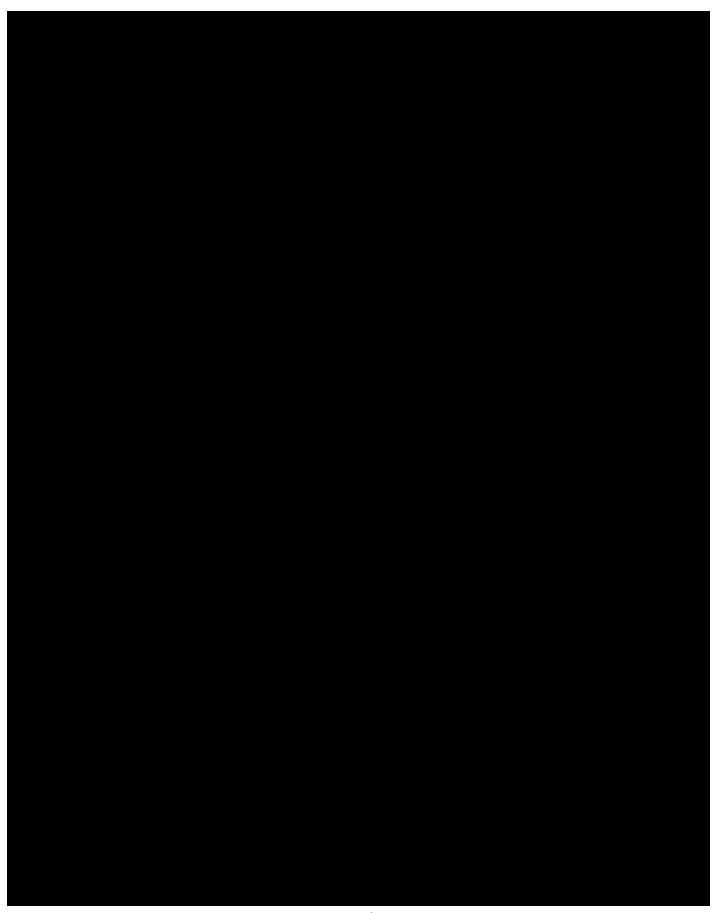


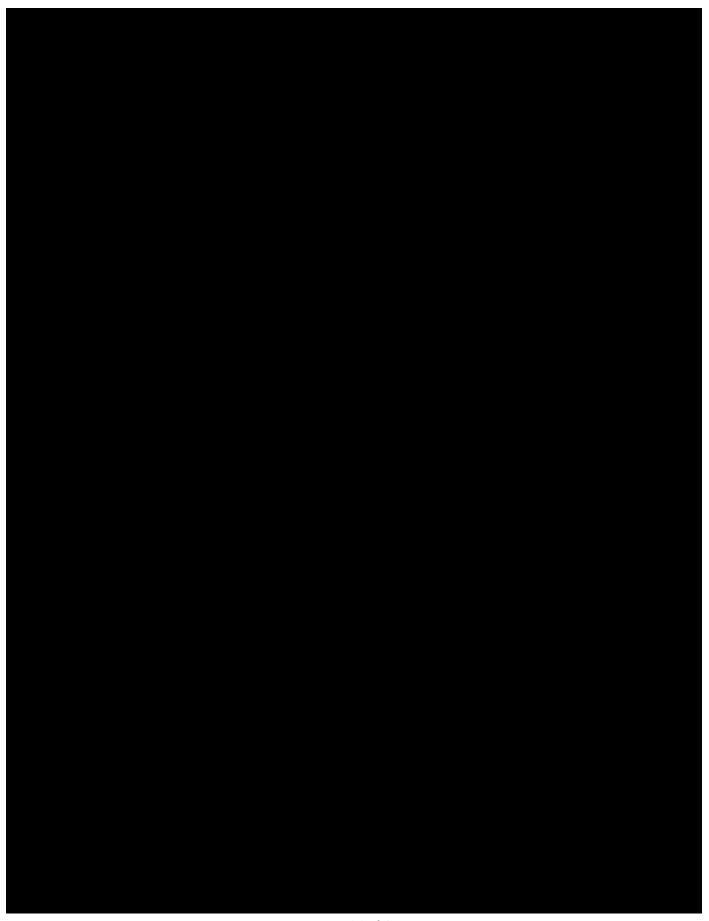




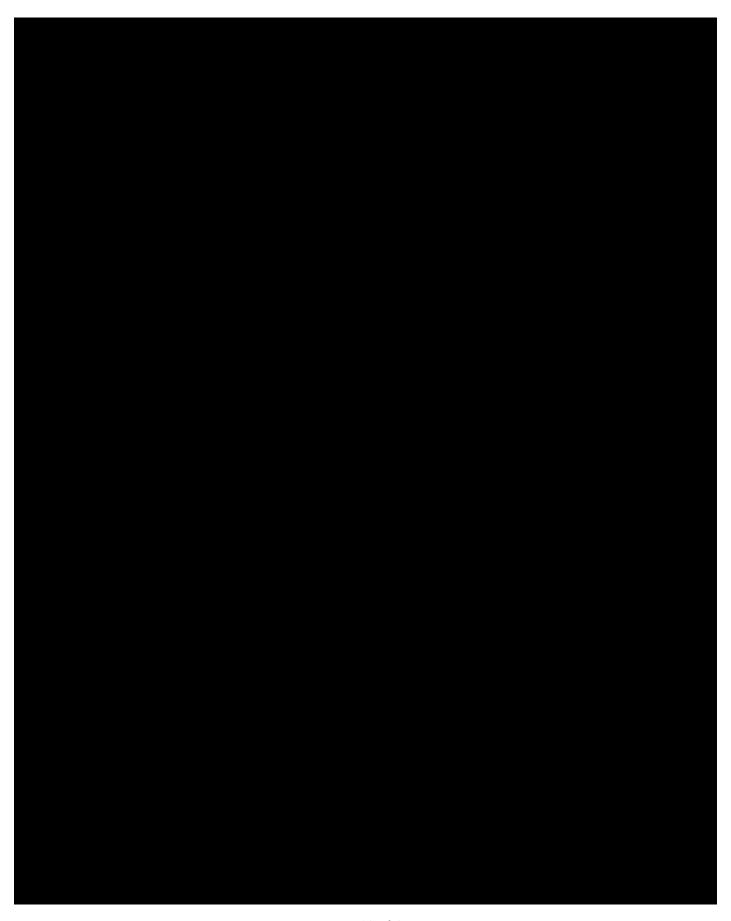


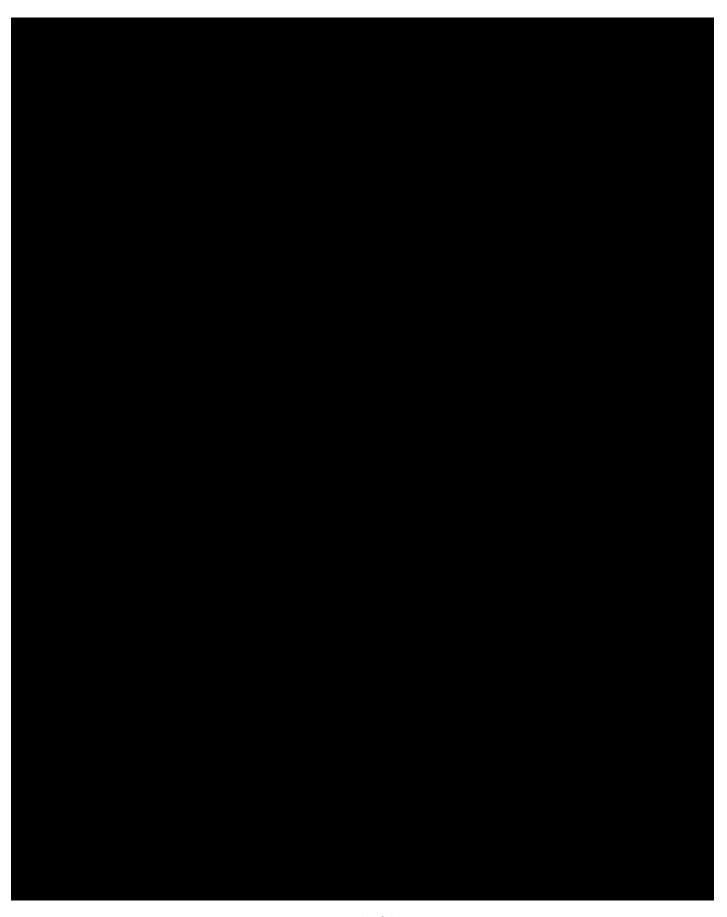




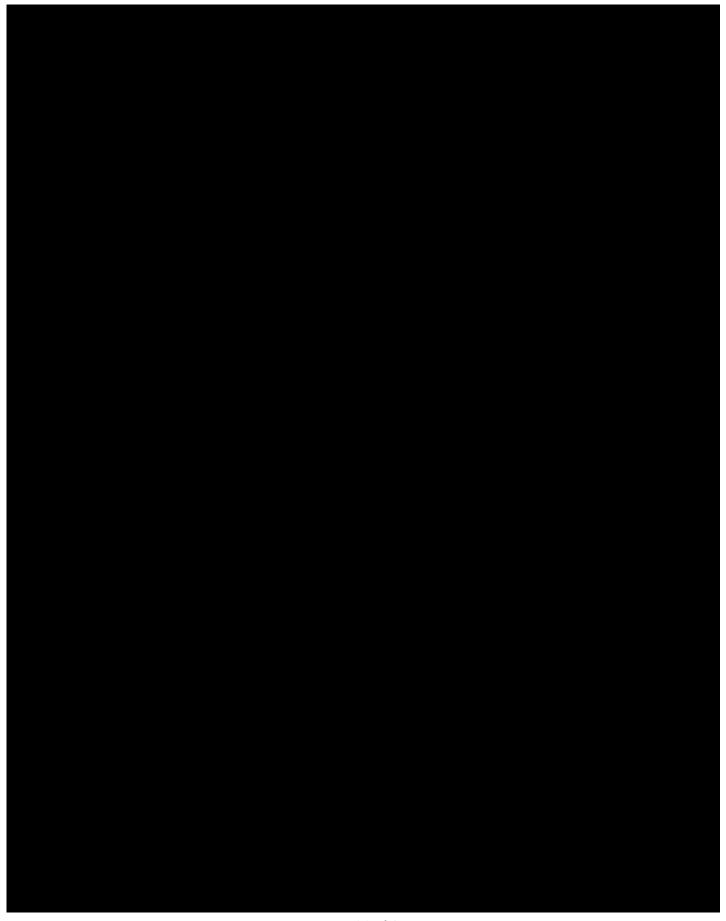


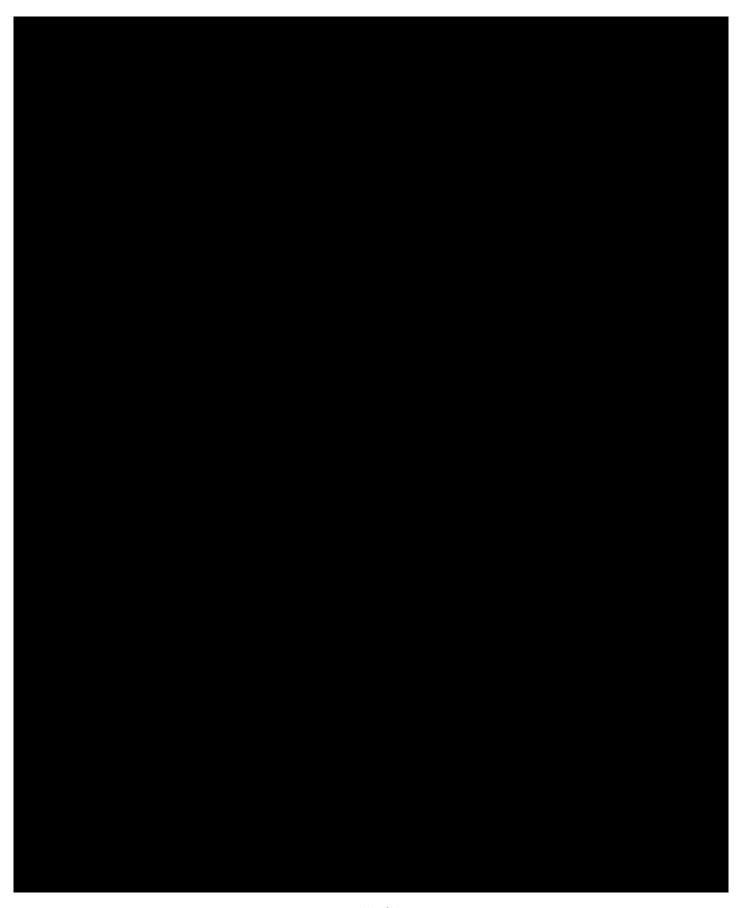


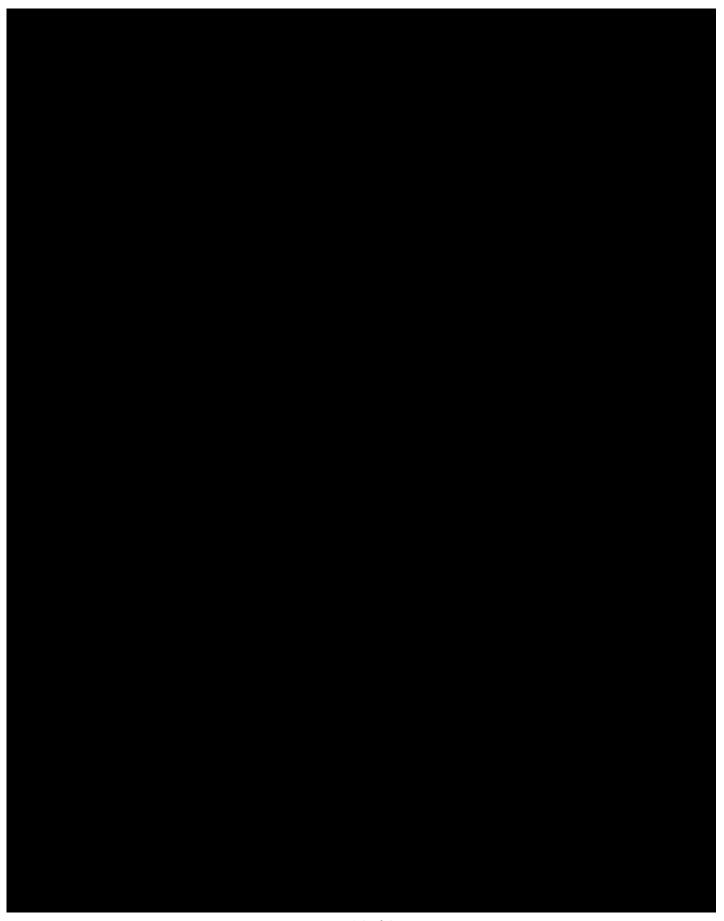


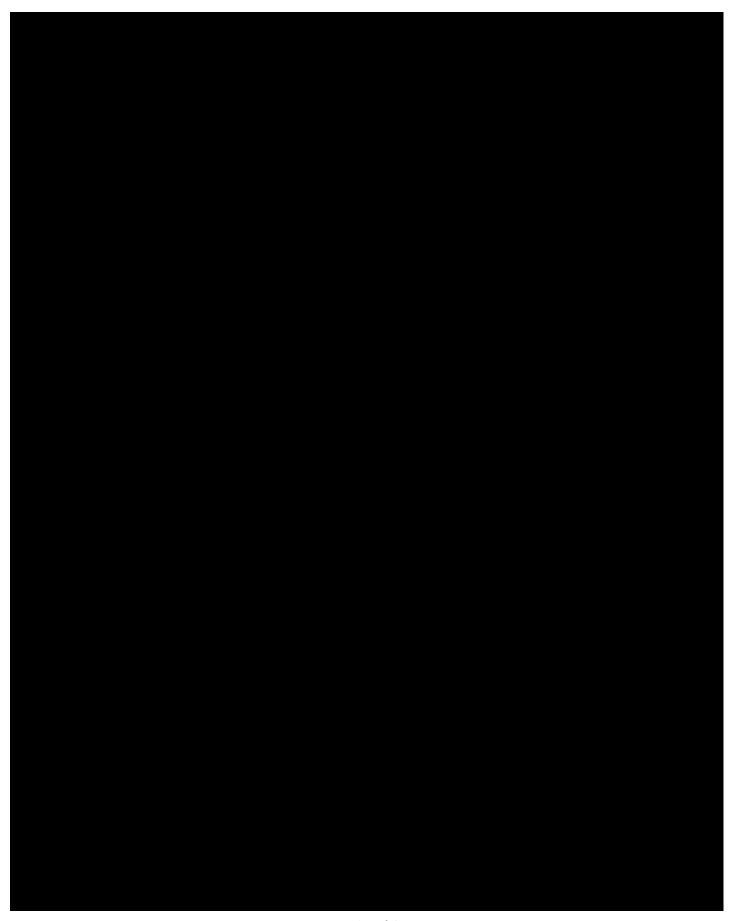


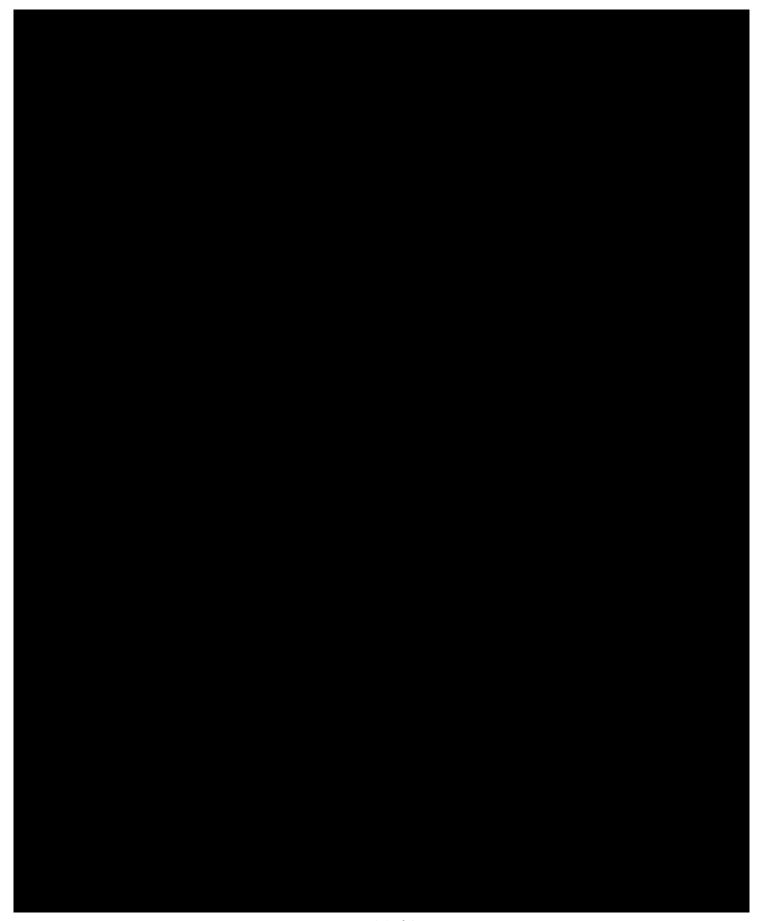


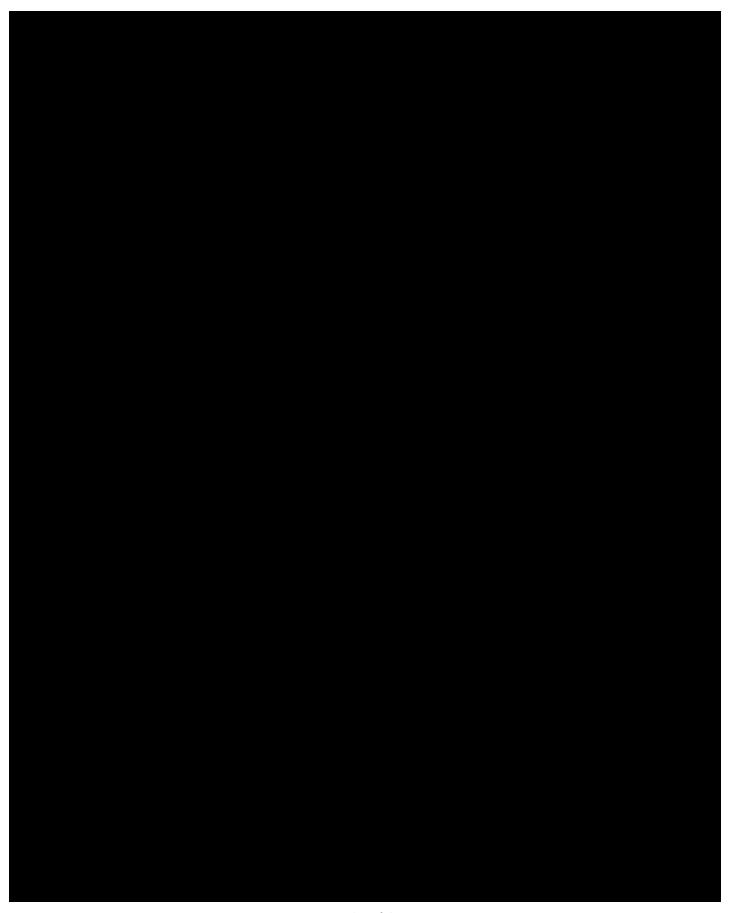


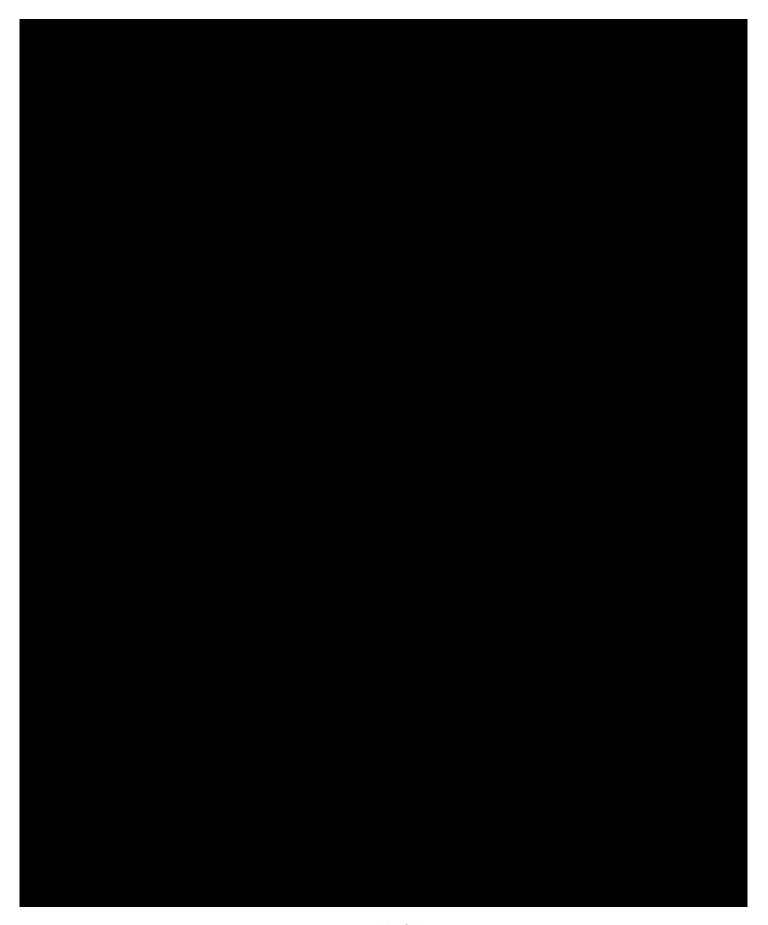


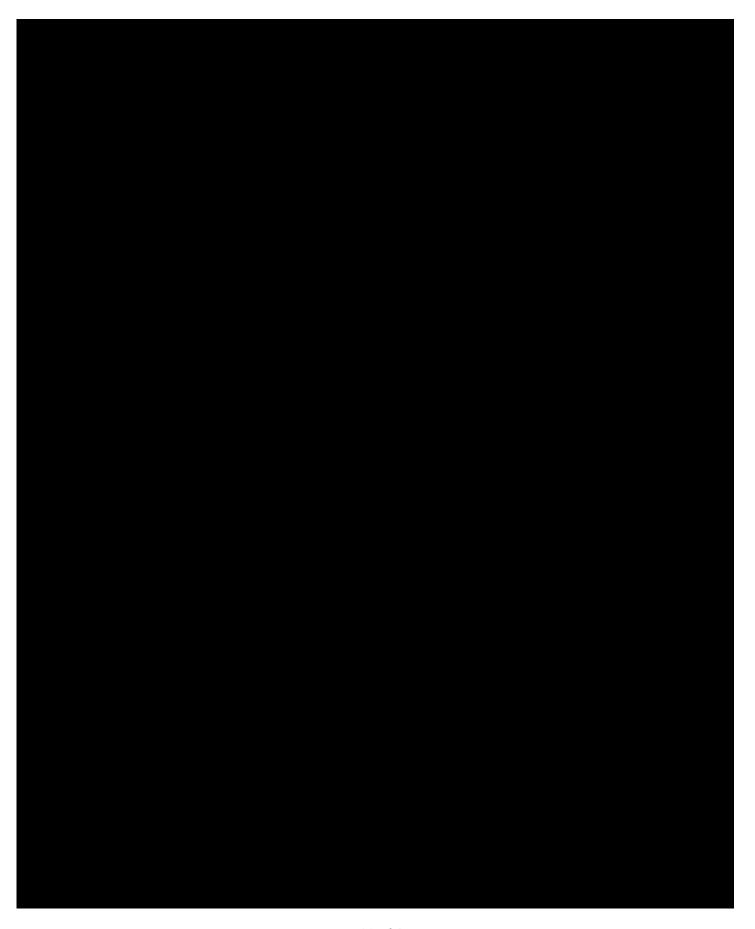


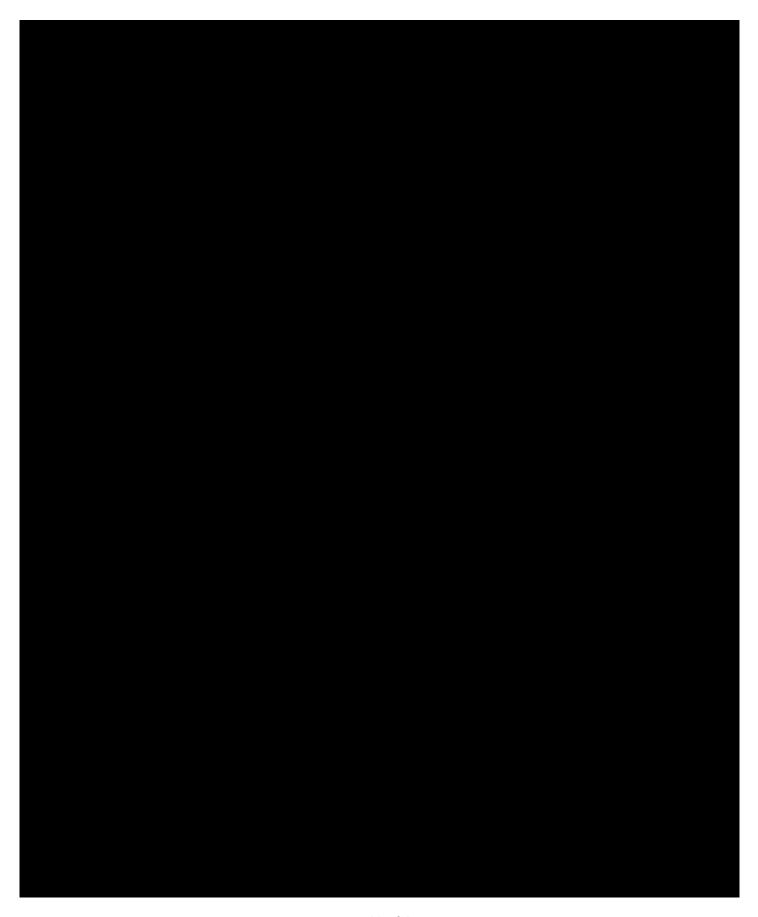


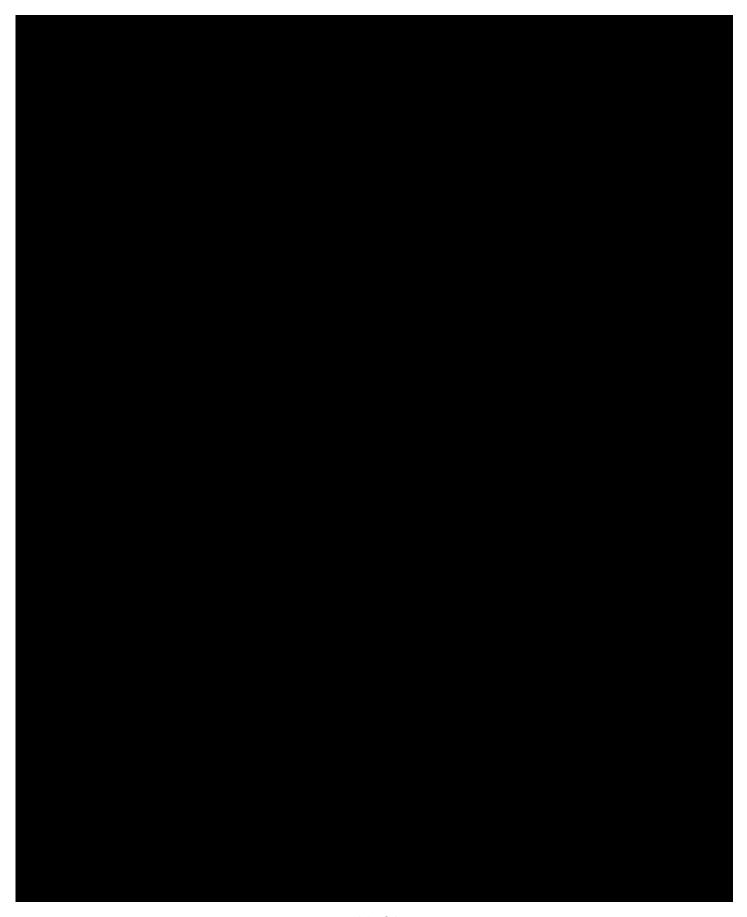




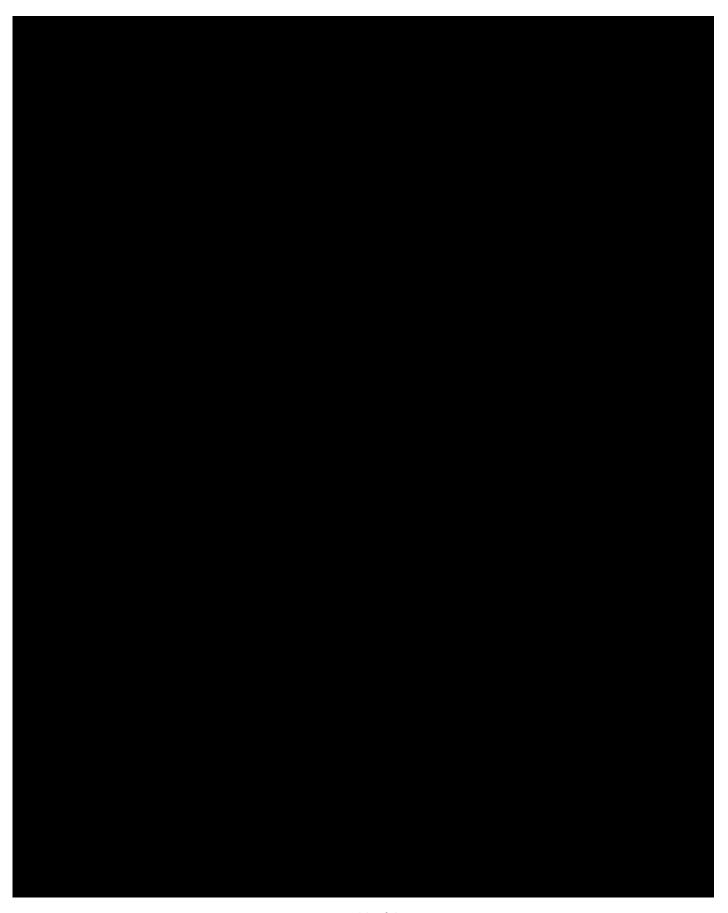


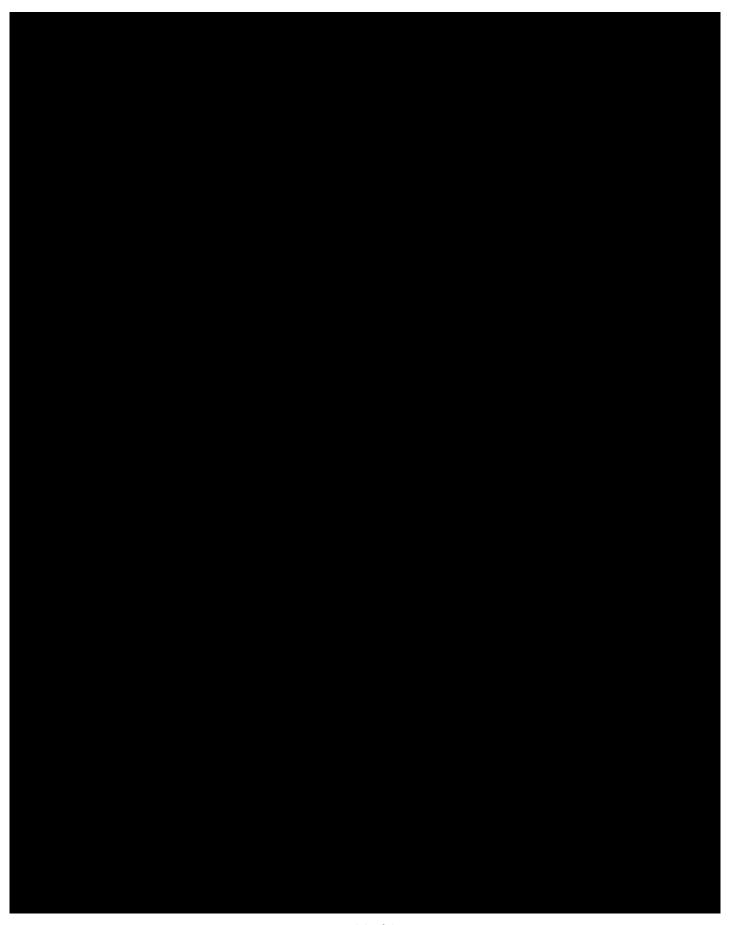


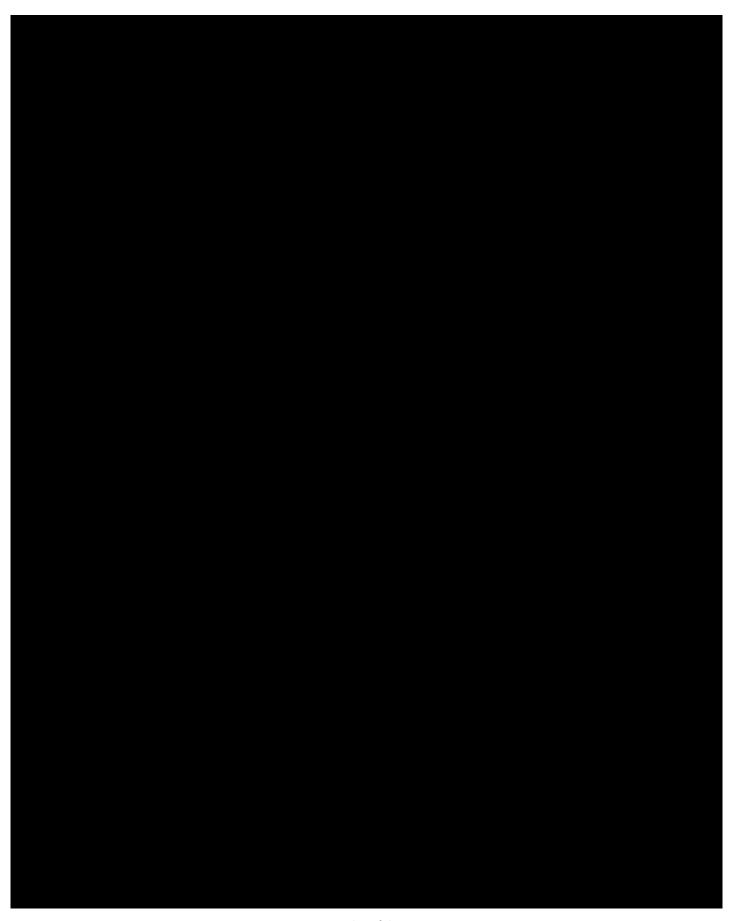


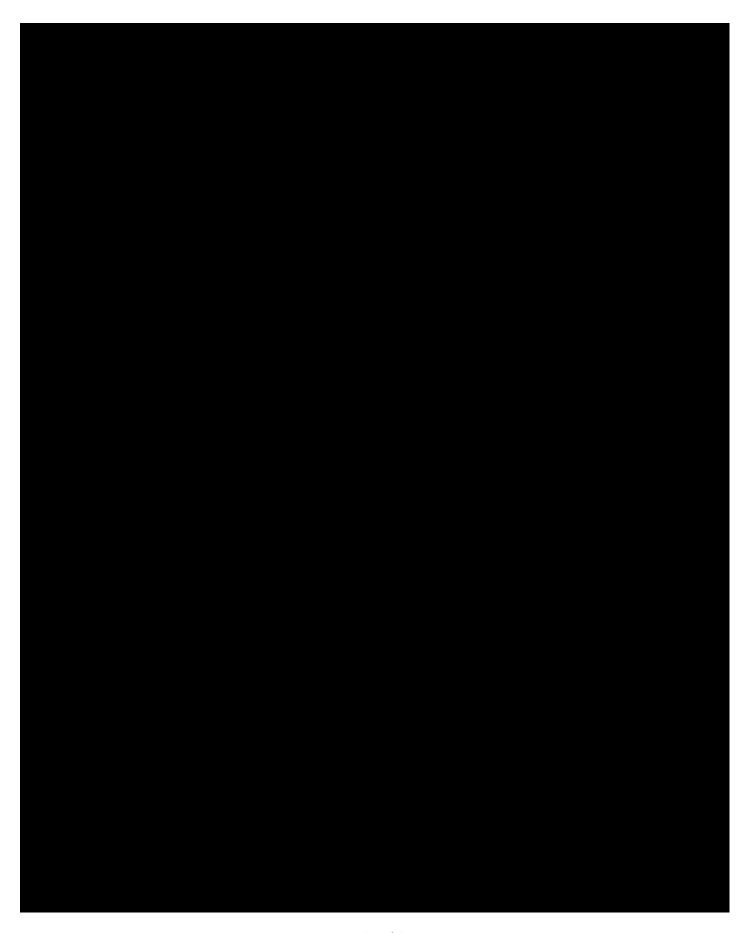


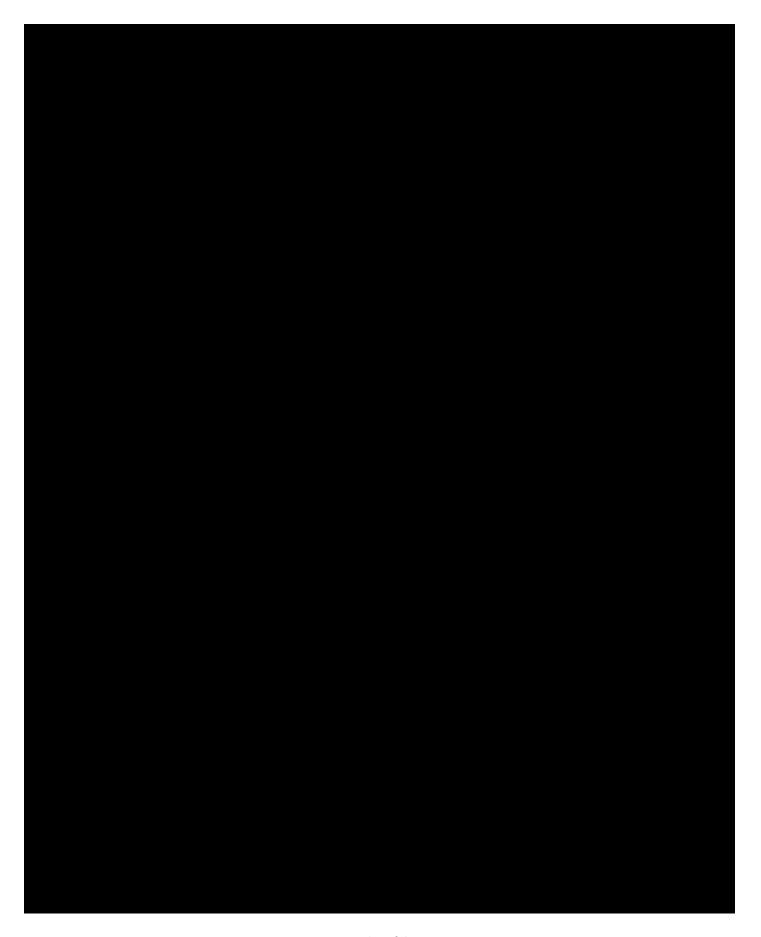


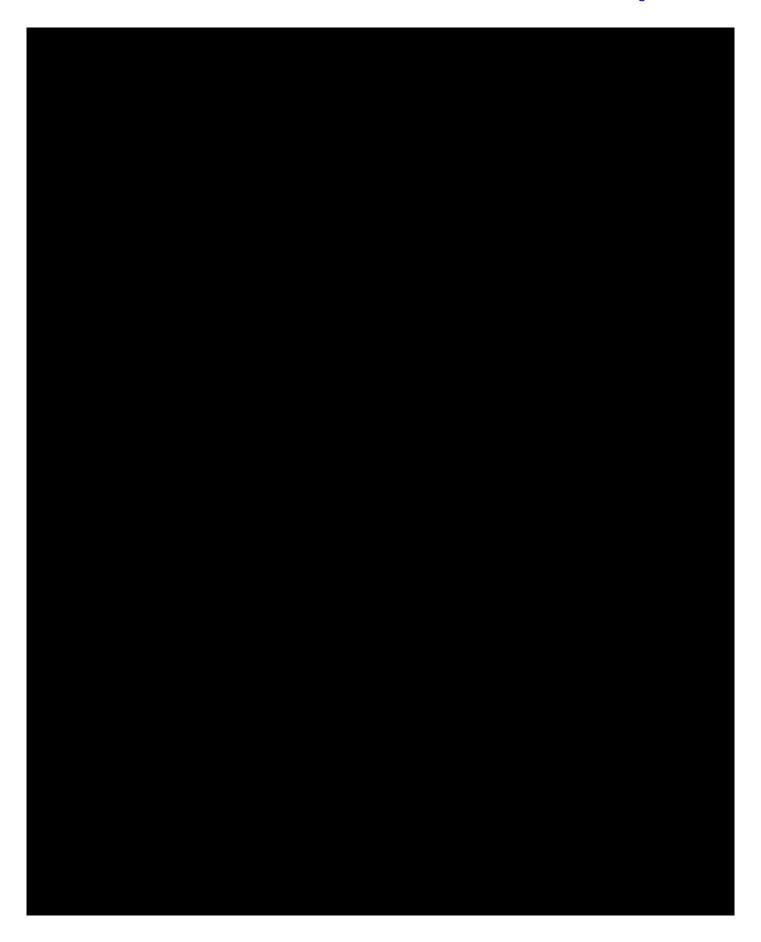






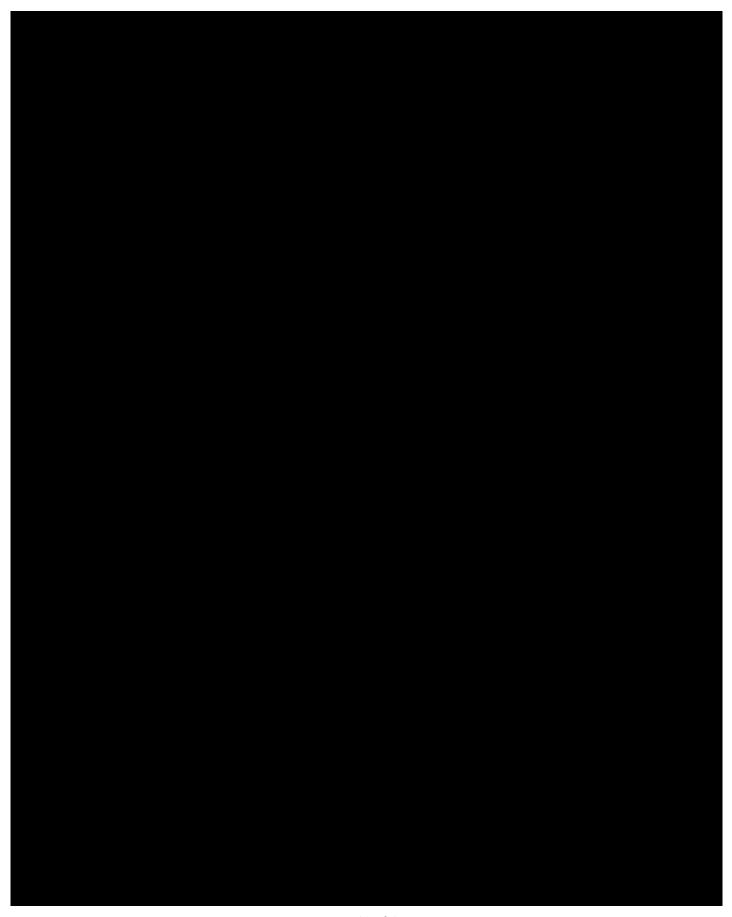


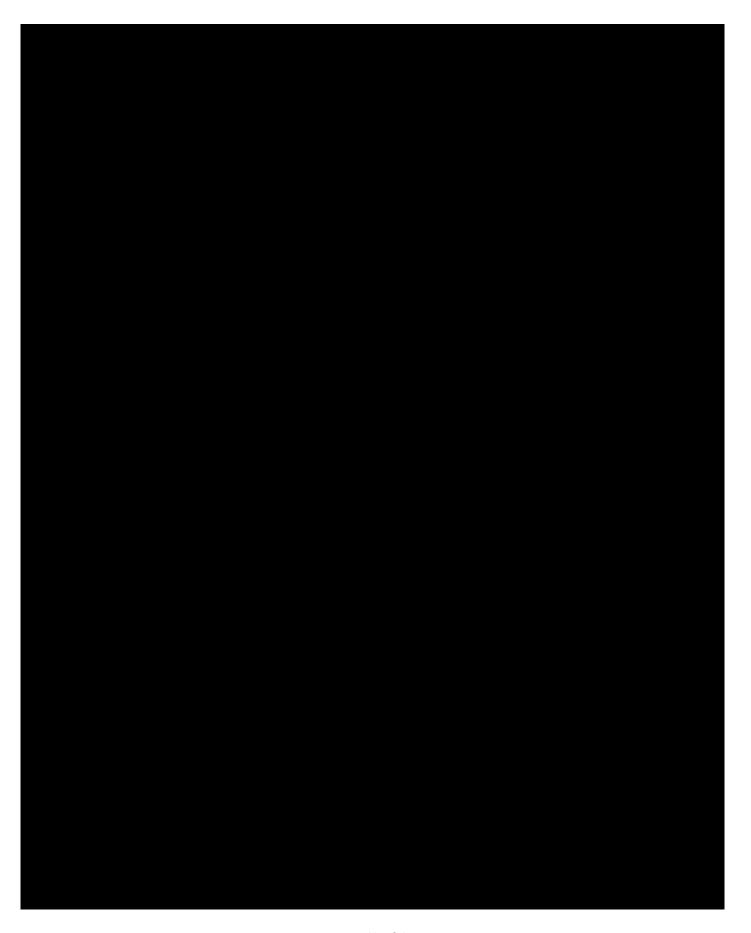














## Interim Award

Upon its careful consideration of the entire evidentiary record, the Tribunal FINDS, DETERMINES and AWARDS as follows:

- 1. All claims asserted by United are denied. All claims asserted by Envision are denied, expect for the breach asserted with respect to the unilateral implementation of an adjusted PPR, described above as "Self-Help, by United.
- 2. We make this Interim Award on Liability based upon the evidence, the law, the arguments of the parties, and our assessment of the credibility of the witnesses. We do hereby affirm upon our oaths as Arbitrators that we are the individuals described in and who executed this instrument which is our Interim Award on Liability.
- 3. Except for an award of attorneys' fees, expenses, costs, and interest, which will be addressed in the Final Award, all claims and requests for relief made by the parties but not expressly granted in this Interim Award are hereby denied and this Interim Award on Liability represents the complete and final resolution of all claims and counterclaims in this matter.

4. This Interim Award on Liability may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute together one and the same instrument.

SO ORDERED ON the 20th day of January, 2023

By:	
Michael Jordan, Arbitrator _	
Maureen Beyers, Arbitrator _	Maure Byse.
Joseph Matthews, Arbitrator	Joseph M. Matthews